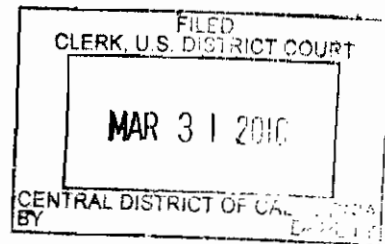


**COPY**

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Attorneys for Plaintiffs

LEXINGTON INSURANCE COMPANY, NATIONAL UNION FIRE
 INSURANCE COMPANY OF PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS INSURANCE COMPANY AND
 CHARTIS SPECIALTY INSURANCE COMPANY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

LEXINGTON INSURANCE
 COMPANY, NATIONAL UNION
 FIRE INSURANCE COMPANY OF
 PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS
 INSURANCE COMPANY, AND
 CHARTIS SPECIALTY INSURANCE
 COMPANY,

Plaintiffs,

vs.

MGA ENTERTAINMENT, INC.,

Defendants.

Case No. **CV 10 2355 PSG**
**COMPLAINT FOR
 DECLARATORY RELIEF**

(CWx)

Plaintiffs Lexington Insurance Company ("Lexington"), National Union Fire
 Insurance Company of Pittsburgh, PA ("National Union"), American International
 Underwriters Insurance Company ("AIU") and Chartis Specialty Insurance
 Company ("Chartis Specialty") (formerly known as American International
 Specialty Lines Insurance Company) (collectively, "Plaintiffs") complain of the
 above-named Defendant as follows:

///

///

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 LEXINGTON INSURANCE COMPANY, NATIONAL UNION FIRE
 INSURANCE COMPANY OF PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS INSURANCE COMPANY AND
 CHARTIS SPECIALTY INSURANCE COMPANY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

LEXINGTON INSURANCE
 COMPANY, NATIONAL UNION
 FIRE INSURANCE COMPANY OF
 PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS
 INSURANCE COMPANY, AND
 CHARTIS SPECIALTY INSURANCE
 COMPANY,

Case No.

**COMPLAINT FOR
 DECLARATORY RELIEF**

Plaintiffs,

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MGA ENTERTAINMENT, INC.,

Defendants.

Plaintiffs Lexington Insurance Company ("Lexington"), National Union Fire
 Insurance Company of Pittsburgh, PA ("National Union"), American International
 Underwriters Insurance Company ("AIU") and Chartis Specialty Insurance
 Company ("Chartis Specialty") (formerly known as American International
 Specialty Lines Insurance Company) (collectively, "Plaintiffs") complain of the
 above-named Defendant as follows:

///

///

THE PARTIES

1
2 1. Lexington is a Massachusetts corporation that maintains its principal
3 place of business in Boston, Massachusetts.

4 2. National Union is a Pennsylvania corporation that maintains its
5 principal place of business in New York, New York.

6 3. AIU is a New York corporation that maintains its principal place of
7 business in New York, New York.

8 4. Chartis Specialty is an Alaskan corporation that maintains its principal
9 place of business in New York, New York.

10 5. On information and belief, Defendant MGA Entertainment, Inc.
11 ("MGA") is a California corporation that maintains its principal place of business in
12 Van Nuys, California.

JURISDICTION

13
14 6. This is an action, in part, for declaratory judgment pursuant to 28
15 U.S.C. §2201 for the purpose of determining an actual controversy between the
16 parties. Jurisdiction is based on the diversity of citizenship between the parties. The
17 amount in controversy exceeds the sum of \$75,000 exclusive of interest and costs.
18 Jurisdiction is proper pursuant to 28 U.S.C. §1332.

VENUE

19
20 7. Venue is proper in this district pursuant to 28 U.S.C. §§1391(a)(3)
21 because MGA resides, may be found, and transacts business in this District.

NATURE OF ACTION

22
23 8. Plaintiffs seek a declaration that they are not obligated to defend or
24 indemnify MGA pursuant to certain primary and excess commercial umbrella
25 liability insurance policies in connection with a complaint brought against MGA in
26 the action captioned as *Bernard Belair v. MGA Entertainment, Inc. and Mattel, Inc.*,
27 Case No. 09-CIV-8870 pending in the United State District Court for the Southern
28 District of New York (the "Underlying Action").

9. Declaratory judgment is appropriate in this matter because MGA has demanded insurance coverage from Plaintiffs with respect to the Underlying Action and Plaintiffs dispute their asserted obligations to provide such coverage.

THE POLICIES

10. Upon information and belief, ABC International Traders, Inc. ("ABC") is the predecessor in interest to MGA.

11. Lexington issued to MGA two primary commercial general liability policies: Policy Number 0308552 with a policy term of January 1, 2006 to January 1, 2007; and Policy Number 0350122 with a policy term of January 1, 2007 to January 1, 2008 (collectively referred to herein as the "2006 and 2007 Primary Policies"). Copies of those policies are attached hereto as Exhibits "1" and "2" respectively and are incorporated by reference.

12. AIU issued to ABC an excess commercial umbrella liability insurance policy, Policy Number BE 357-65-76 with a policy term of January 1, 1999 to January 1, 2000 (the "1999 Excess Policy"). A copy of this policy is attached hereto as Exhibit "3" and is incorporated by reference.

13. National Union issued to ABC two excess commercial umbrella liability insurance policies: Policy Number BE 739-31-37 with a policy term of February 24, 2000 to January 1, 2001 (the "2000 Excess Policy"); and Policy No. BE 740-82-85 with a policy term of January 1, 2001 to January 1, 2002 (the "2001 Excess Policy"). Copies of those policies are hereto as Exhibits "4" and "5" respectively and are incorporated by reference.

14. Chartis Specialty issued to ABC an excess commercial umbrella liability insurance policy, Policy Number BE 7413666 with a policy term of January 1, 2002 to January 1, 2003 (the "2002 Excess Policy"). Chartis Specialty also issued to MGA five excess commercial umbrella liability insurance policies: Policy Number BE 9745160 with a policy term of January 1, 2003 to January 1, 2004 (the "2003 Excess Policy"); Policy Number BE7414713 with a policy term of

January 1, 2004 to January 1, 2005 (the "2004 Excess Policy"); Policy Number BE7414970 with a policy term of January 1, 2005 to January 1, 2006 (the "2005 Excess Policy"); Policy Number BE9746430 with a policy term of January 1, 2006 to January 1, 2007 (the "2006 Excess Policy"); and Policy Number BE7411433 with a policy term of January 1, 2007 to March 1, 2008 (the "2007 Excess Policy"). Copies of those policies are attached hereto as Exhibits "6" through "11," respectively, and are incorporated by reference. Collectively, Plaintiffs' policies shall be referred to herein as the "Policies."

THE UNDERLYING ACTION

15. In the Underlying Action, Plaintiff Bernard Belair ("Belair") filed a Complaint against MGA and Mattel, Inc. on October 20, 2009. On December 10, 2009, Belair filed an Amended Complaint (the "Amended Complaint").

16. The Amended Complaint alleges that in the later 1990s, Belair created a series of images to be used in advertisements for Steve Madden shoes that featured figures with large heads, large oval eyes, small bodies and large feet.

17. Belair alleges that Carter Bryant testified during the action styled as *Carter Bryant v. Mattel, Inc.*, Case No. 04-09049 (the "Bryant Action") that his Bratz doll sketches were inspired by the Steve Madden shoe advertisements that he saw in Seventeen Magazine. Belair further alleges that there was additional testimony in the Bryant Action that the Bratz sculptures were inspired by a Steve Madden shoe advertisement given to the sculptor by Carter Bryant.

18. Belair alleges that the Bratz dolls and sketches were copied, or derivative, from the Steve Madden images and that he has suffered damages as a result of MGA's and Mattel's infringement of Belair's copyrighted images.

19. Belair alleges that MGA has infringed Belair's copyrighted Belair images by copying the Belair images to create the Bratz line of dolls, toys, games and videos, by creating derivative works of the Belair images in the Bratz line of

1 dolls, toys, games and videos and by distributing and selling the Bratz line of dolls,
2 toys, games and videos all without the permission of Belair.

3 20. Based on these allegations, Belair claims, *inter alia*, copyright
4 infringement, unjust enrichment (against Mattel only) and seeks actual damages,
5 statutory damages, disgorgement of Mattel's unjust enrichment, attorney's fees,
6 declaratory and injunctive relief.

7 21. Belair alleges that MGA and Mattel willfully infringed his
8 copyrighted works.

9 **TRIAL OF THE BRYANT ACTION**

10 22. During trial in the Bryant Action, undisputed testimony established that
11 the first publication of the allegedly infringing Carter Bryant sketches took place in
12 2000. Specifically, Isaac Larian, the CEO of MGA, testified under oath that the
13 Bratz sketches/two-dimensional prototypes were first exhibited in the United States
14 in November of 2000. In addition, Isaac Larian testified that presentations of Carter
15 Bryant's sketches and two-dimensional Bratz doll prototypes were used to market
16 Bratz to Kmart and Target in November of 2000.

17 23. Moreover, an email dating December 14, 2000 was introduced into
18 evidence in the Bryant action. That email was sent to a Walmart buying agent in
19 China and Hong Kong and attached drawings of the Bratz dolls with Carter
20 Bryant's signature.

21 **TENDER AND RESPONSE**

22 24. By letter dated October 27, 2009, MGA provided Plaintiffs with notice
23 of the claims asserted in the Underlying Action.

24 25. By letters dated March 30, 2010, Plaintiffs reserved all of their rights
25 and defenses under the Policies. As indicated herein, it is Plaintiffs' position that
26 they are not obligated to defend or indemnify MGA in connection with the
27 Underlying Action at this time.

28

COUNT I**DECLARATORY RELIEF****(No Coverage For Claims of Copyright Infringement)**

26. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 25 as though fully set forth at length herein.

27. The 1999 Excess Policy, the 2000 Excess Policy, 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, and the 2006 and 2007 Primary Policies are only potentially implicated by claims that fall within the coverage grant and are not excluded by any exclusions. The only claim that is even potentially covered by those Policies is the claim against MGA involving allegations of copyright infringement.

28. The 1999 Excess Policy, the 2000 Excess Policy, 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, and the 2006 and 2007 Primary Policies are only potentially implicated by claims of copyright infringement when such copyright infringement arises solely out of the insured's advertising.

29. The allegations of the Underlying Action do not claim that the alleged copyright infringement arose solely out of MGA's advertising. As a result, there is no potential coverage under the 1999 Excess Policy, the 2000 Excess Policy, 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, or the 2006 and 2007 Primary Policies for the claims of copyright infringement.

30. Plaintiffs owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 1999 Excess Policy, the 2000 Excess Policy, 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, and the 2006 and 2007 Primary Policies.

31. Plaintiffs are entitled to a declaration that they owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 1999 Excess Policy, the 2000 Excess Policy, 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, and the 2006 and 2007 Primary Policies.

COUNT II

DECLARATORY RELIEF

(Prior Publication Exclusion Bars Coverage)

32. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 31 as though fully set forth at length herein.

33. The Policies also exclude from coverage any claims arising out of the oral or written publication of material whose first publication took place before the beginning of the policy period.

34. The undisputed facts in the Bryant Action establish that the first publication of the allegedly infringing Carter Bryant sketches took place in 2000. Isaac Larian, the CEO of MGA, testified under oath that the Bratz sketches/two-dimensional prototypes were first exhibited in the United States in November of 2000. In addition, Isaac Larian testified that presentations of Carter Bryant's sketches and two-dimensional Bratz doll prototypes were used to market Bratz to Kmart and Target in November of 2000. Moreover, an email was sent December 14, 2000 to a Walmart buying agent in China and Hong Kong that attached drawings of the Bratz dolls with Carter Bryant's signature. The undisputed facts from the Bryant Action establish that MGA first published the infringing drawings and sketches in 2000.

35. Because the first publication of the material claimed to infringe Belair's copyrights occurred in 2000, the prior publication exclusion bars coverage for the copyright infringement claims in the Belair Action under the 2001 to 2007 Policies.

36. Plaintiffs owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, the 2006 Excess Policy, the 2007 Excess Policy and the 2006 and 2007 Primary Policies.

37. Plaintiffs are entitled to a declaration that they owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 2001 Excess Policy, the 2002 Excess Policy, the 2003 Excess Policy, the 2004 Excess Policy, the 2005 Excess Policy, the 2006 Excess Policy, the 2007 Excess Policy and the 2006 and 2007 Primary Policies.

COUNT III

DECLARATORY RELIEF

(No Coverage Under 1999 Excess Policy)

38. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 37 as though fully set forth at length herein.

39. With respect to the 1999 Excess Policy, the allegations of copyright infringement against MGA are all premised on MGA's making and selling Bratz dolls and other Bratz toys, games and videos and by making derivative works based on the Belair images. Based on the undisputed testimony from the Bryant Action, as described in Paragraph 34 above, MGA first published the allegedly infringing Carter Bryant sketches **after** the expiration of the 1999 Excess Policy. Indeed, the Bratz sketches/two-dimensional prototypes were first exhibited in the United States in November of 2000. Thus, to the extent that the Amended Complaint alleges copyright infringement arising solely out of the insured's advertisement, which AIU does not concede, any such injury could not have taken place until after November 2000. Accordingly, the alleged copyright infringement could not have occurred during the policy term of the 1999 Excess Policy and coverage is barred.

40. Plaintiffs owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 1999 Excess Policy.

41. Plaintiffs are entitled to a declaration that they owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 1999 Excess Policy.

COUNT IV

DECLARATORY RELIEF

(No Coverage For Claims of Copyright Infringement)

42. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 41 as though fully set forth at length herein.

43. Per Endorsement 4, Exclusion L, "Intellectual Property", of the 2006 Excess Policy and the 2007 Excess Policy, the Personal Injury and Advertising Injury definition was amended to delete the offenses of "the use of another's advertising idea in your Advertisement" and "infringement upon another's copyright, trade dress or slogan in your Advertisement". Accordingly, the Underlying Action does not allege Personal Injury and Advertising Injury as those terms are defined by the 2006 Excess Policy and the 2007 Excess Policy.

44. Even if the Underlying Action asserted a claim arising out of one or more of the Personal Injury and Advertising Injury offenses arising solely out of MGA's advertising during the policy periods of the 2006 Excess Policy and the 2007 Excess Policy, which Plaintiffs dispute, Exclusion L., indicates that these Policies do not apply to any liability arising out of or directly or indirectly related to the actual or alleged publication or utterance or oral or written statements which are claimed as an infringement, violation or defense of copyright, patent, trade secrets, trade dress or trademark, service mark, certification mark, collective mark or trade name.

45. Because Exclusion L of the 2006 Excess Policy and the 2007 Excess Policy bars coverage for copyright infringement, there is no coverage under the

1 2006 Excess Policy and 2007 Excess Policy for the claims of
2 copyright infringement.

3 46. Plaintiffs owed and owe no duty to defend or indemnify MGA in
4 connection with the Underlying Action under the 2006 Excess Policy and the
5 2007 Excess Policy.

6 47. Plaintiffs are entitled to a declaration that they owed and owe no duty
7 to defend or indemnify MGA in connection with the Underlying Action under the
8 2006 Excess Policy and the 2007 Excess Policy.

9 **COUNT V**

10 **DECLARATORY RELIEF**

11 **(No Coverage For Claims of Copyright Infringement)**

12 48. Plaintiffs repeat and reallege each and every allegation contained in
13 Paragraphs 1 through 47 as though fully set forth at length herein.

14 49. The 2006 and 2007 Primary and Excess Policies bar coverage for
15 “Personal Injury and Advertising Injury committed or alleged to have been
16 committed in any advertising, advertisement, publicity article, book, magazine,
17 brochure, broadcast, written material or telecast in the conduct of the Insured’s
18 advertising, broadcasting, re-broadcasting, televising, re-televising, newspaper
19 publishing or other publishing activities.”

20 50. In order to allege a Personal Injury and Advertising Injury under the
21 2006 and 2007 Primary and Excess Policies, the alleged injury must arise solely out
22 of the insured’s advertising. As the Policies exclude coverage for a Personal Injury
23 and Advertising Injury committed or alleged to have been committed in any
24 “advertising, advertisement . . . in the conduct of the Insured’s advertising,
25 broadcasting, re-broadcasting, televising, re-televising, newspaper publishing or
26 other publishing activities,” there is no coverage under the 2006 and 2007 Primary
27 and Excess Policies for the Underlying Action.

28

51. Plaintiffs owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 2006 and 2007 Primary and Excess Policies.

52. Plaintiffs are entitled to a declaration that they owed and owe no duty to defend or indemnify MGA in connection with the Underlying Action under the 2006 and 2007 Primary and Excess Policies.

COUNT VI

DECLARATORY RELIEF

(No Exhaustion of Retained Limits)

53. Plaintiffs repeat and reiterate each and every allegation contained in Paragraphs 1 through 52 as though fully set forth at length herein.

54. The 2000 Excess Policy is only potentially implicated upon exhaustion of the Retained Limit, as defined in the policy.

55. Coverage is not provided to MGA for the claims asserted in the Underlying Action under the 2000 Excess Policies because MGA has not met its burden of establishing that the 2000 Excess Policy's underlying Retained Limits have been exhausted.

56. Accordingly, Plaintiffs are entitled to a declaration that they owed and owe no current duty to defend or indemnify MGA in connection with the 2000 Excess Policy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for declaratory judgment finding:

1. Plaintiffs have no obligation to defend or indemnify MGA in connection with the Underlying Action;

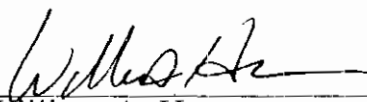
2. For such other relief as the Court may deem proper and just in the circumstances.

///

///

1 DATED: March 31, 2010

DRINKER BIDDLE & REATH LLP

2
3 By: 
4 William A. Hanssen
5 Suzanne V. Stouder

6 Attorneys for Plaintiffs
7 LEXINGTON INSURANCE
8 COMPANY, NATIONAL UNION
9 FIRE INSURANCE COMPANY OF
10 PITTSBURGH, PA; AMERICAN
11 INTERNATIONAL
12 UNDERWRITERS INSURANCE
13 COMPANY AND CHARTIS
14 SPECIALTY INSURANCE
15 COMPANY
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Philip S. Gutierrez and the assigned discovery Magistrate Judge is Carla Woehrle.

The case number on all documents filed with the Court should read as follows:

CV10- 2355 PSG (CWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

William A. Hanssen (SBN 11061)
 Suzanne V. Stouder (SBN 161077)
 DRINKER BIDDLE & REATH LLP
 333 South Grand Avenue, Suite 1650
 Los Angeles, CA 90071-1504
 Telephone: (213) 253-2300

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

LEXINGTON INSURANCE COMPANY,
 NATIONAL UNION FIRE INSURANCE COMPANY
 OF PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS INSURANCE
 COMPANY, AND
 CHARTIS SPECIALTY INSURANCE COMPANY
 PLAINTIFF(S)

v.

MGA ENTERTAINMENT, INC.

DEFENDANT(S).

CASE NUMBER

CV10 2355

SUMMONS

TO:DEFENDANT(S): MGA ENTERTAINMENT, INC.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, William A. Hanssen, whose address is 333 South Grand Avenue, Suite 1700, Los Angeles, CA 90071-1504. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

MAR 31

CHRISTOPHER POWERS

Dated: _____

By: _____
 Deputy Clerk

(Seal of the Court)

SEAL

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
 LEXINGTON INSURANCE COMPANY, NATIONAL UNION FIRE
 INSURANCE COMPANY OF PITTSBURGH, PA, AMERICAN
 INTERNATIONAL UNDERWRITERS INSURANCE COMPANY,
 AND CHARTIS SPECIALTY INSURANCE COMPANY

DEFENDANTS
 MGA ENTERTAINMENT, INC.

(b) Attorneys (Firm Name Address and Telephone Number. If you are representing yourself, provide same.)

William A. Hanssen and Suzanne V. Stouder
 DRINKER BIDDLE & REATH LLP
 333 South Grand Avenue, Suite 1650
 Los Angeles, CA 90071-1504
 Telephone: (213) 253-2300

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

☐ **MONEY DEMANDED IN COMPLAINT: \$**

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Declaratory Judgment 28 U.S.C. Sec. 2201

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 22 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE / PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 61 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW 405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV10 2355

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes

If yes, list case number(s): EDCV 08-0457; EDCV 08-0458; EDCV 08-0459 DOC; EDCV 09-00025; and 04-09049.

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Lexington-Massachusetts National Union- New York AIU- New York Chartis Specialty- New York

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
MGA- Van Nuys, California- Los Angeles County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


 William A. Hanssen

Date March 31, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Case

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))